IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.152 of 2004

IN

SUMMARY SUIT No.2873 OF 2004

Sameer B. Shah .. Plaintiff.

vs.

Parag Corporation & Anr. .. Defendants.

Ms. Kavita Lalwani, Advocate for the Petitioner.

Mr.S.Lal, Advocate for the Respondents.

CORAM : D.G.KARNIK, J

DATED : 15th February, 2005.

P.C. :

1. Ms. Kavita Lalwani for the Petitioner. Mr. S.Lal for the Respondents.

2. Heard learned Counsel for the parties. This Summons for Judgment is taken out by the plaintiff in a suit filed for recovery of money

allegedly advanced under a promissory note Exh.A to the plaint. By filing the affidavit the defendant has denied having executed the promissory note. He has denied his signature on the promissory note. In the circumstances the plaintiff will be required to prove at the trial that the loan was advanced and the promissory note was executed and signed by the Defendant No.2 as partner of Defendant No.1. Hence the defendants are granted unconditional leave to defend the suit. Suit shall stand transferred to Commercial Causes.

. The Defendants shall file written statement within a period of one month.

(D.G.Karnik, J.)